

APPENDIX 1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
SOUTHERN DIVISION**

LISA A. WOLFF	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. L02-CV-3932
	)	
LITTON ADVANCED SYSTEMS, INC.	)	
and	)	
NORTHROP GRUMMAN SYSTEMS	)	
CORPORATION	)	
	)	
	)	
Defendant.	)	

**DECLARATION OF CHRISTINE B. COX IN SUPPORT OF DEFENDANT  
NORTHROP GRUMMAN CORPORATION'S BILL OF COSTS**

I, Christine B. Cox, hereby states that:

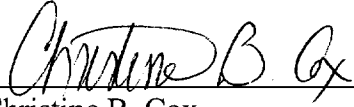
1. I am an associate with the law firm of Morgan, Lewis & Bockius LLP, counsel for the Northrop Grumman Corporation ("Northrop Grumman") in this action. I am personally familiar with all the facts and prior proceedings in this matter.
2. This declaration is submitted in support of Northrop Grumman's Bill of Costs under 28 U.S.C. § 1920, Fed. R. Civ. P. 54(d), and Local Rule 109.
3. On November 19, 2003, summary judgment on all claims in this action was entered against Plaintiff. (A copy of the Court's Order is appended hereto as Appendix 2.)
4. The Bill of Costs and appended cost schedule submitted herewith were prepared by Morgan, Lewis & Bockius LLP personnel working under my direction and supervision and are based on the contemporaneous accounting records maintained by Morgan, Lewis & Bockius LLP during the course of this litigation. The costs claimed are

allowable by law, are correctly itemized, and were actually and necessarily incurred by Northrop Grumman in this case.

5. Copying services were performed at Morgan, Lewis & Bockius LLP. The supporting documentation accurately reflects the costs claimed by Northrop Grumman at a rate of 12 cents per copy.

6. Northrop Grumman's total costs in the amount of \$ 7,138.08 are properly taxable, and I respectfully request that this full amount be taxed against the Plaintiff.

I declare under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
Christine B. Cox  
Attorney for Defendant  
Northrop Grumman Corp.

Executed on this 3rd day of December, 2003

IN THE UNITED STATES DISTRICT COURT FOR  
THE DISTRICT OF MARYLAND, NORTHERN DIVISION

LISA A. WOLFF,

Plaintiff,

v.

LITTON ADVANCED SYSTEMS,  
INC., et al.,

Defendants.

CIVIL NO.: WDQ-02-3932

## MEMORANDUM OPINION &amp; ORDER

Lisa Wolff has sued Litton Advanced Systems, Incorporated and Northrop Grumman Systems Corporation (collectively, "Northrop Grumman") for employment discrimination in violation of Title VII of the Civil Rights Act of 1964<sup>1</sup> ("Title VII"), the Prince George's County Human Rights Act,<sup>2</sup> and § 16 of the Maryland Code;<sup>3</sup> as well as for breach of contract. Am. Compl. ¶¶ 61-74, 80-83. Pending is Northrop Grumman's motion for summary judgment. Because the issues have been adequately briefed by the parties, no hearing is necessary. Local Rule 105.6 (D. Md. 2001). For the following reasons, Northrop Grumman's motion for summary judgment will be granted.

<sup>1</sup>42 U.S.C. § 2000e (2003).

<sup>2</sup>The County Code, Prince George's County, Maryland, Division 12, §§ 2-185 to -200 (1999).

<sup>3</sup>Md. Ann. Code art. 49B, § 16 (1957, 1998 Repl. Vol., 2000 Cum. Supp.).

BACKGROUND

Wolff was an engineer with Litton Advanced Systems, Incorporated ("Litton") from 1986 until 2001. Am. Compl. ¶ 27. In April 2001, Northrop Grumman Systems Corporation acquired Litton. Mot. for Summ. J. ¶ 1. Wolff worked for Northrop Grumman until January 2002. Am. Compl. ¶ 27.

On August 29, 2001, Wolff participated in a telephone conference call with several of her subordinates, peers, and superiors. *Id.* ¶ 31. Wolff was the only female participant in the conference. *Id.*

One of her superiors, Steve Mazzo, was frustrated by technical problems caused, he believed, by Wolff's department. *Id.* ¶¶ 32-33. To express his displeasure, Mazzo used vulgar terms for sexual intercourse. *Id.* ¶ 32. Although Mazzo used vulgarity when speaking to many of the call participants, he directed much of his hostility toward Wolff. Wolff Dep. 33-37. Wolff thought that Mazzo alluded to her actually engaging in sexual intercourse with him and other male employees. Am. Compl. ¶¶ 33-34.

After the call, Wolff filed an internal grievance with Northrop Grumman alleging sexual harassment. *Id.* ¶ 37. Afterward, some of her male coworkers "distanced" themselves from her and refused to acknowledge her. *Id.* ¶ 38.

While awaiting completion of the investigation, Wolff asked

to be notified whenever Mazzo was visiting her office location and excused from contact with him. Mot. for Summ. J. ¶ 10. Northrop Grumman complied. *Id.*

At the conclusion of the investigation, the grievance investigator found that Mazzo had acted inappropriately and recommended that he: (1) be suspended for two weeks; (2) attend anger management training; (3) be issued a formal letter of reprimand; and (4) write a letter of apology to Wolff. *Id.* ¶ 13. Northrop Grumman adopted two of the recommendations, and required Mazzo to attend anger management counseling and to accept a formal letter of reprimand in his personnel file. *Id.* ¶ 15.

In October 2001, Northrop Grumman offered Wolff a position which she accepted because she thought it was comparable to the position she had held with Litton. *Id.* ¶ 51.

In November 2001, Wolff requested a meeting with Mazzo to re-establish a working relationship with him. *Id.* ¶ 16. Immediately following the meeting, Wolff informed Northrop Grumman that Mazzo had again used offensive language with her. Am. Compl. ¶ 45. Northrop Grumman took no further action against Mazzo. *Id.*

From October until December 2001, Wolff met periodically with Northrop Grumman representatives to determine the responsibilities of her new position. Mot. for Summ. J. ¶ 23. Wolff understood that the organization of Northrop Grumman

differed from that of Litton and that she may not have the same responsibilities. *Id.* Wolff made clear, however, that she preferred to maintain supervision of at least two of the components that she had managed before. *Id.*

In December 2001, Northrop Grumman notified Wolff that she would only supervise one of the functions that she had previously managed. *Id.* ¶ 24. Wolff declined the new position because she did not want less responsibility, and thought that accepting the position would retard her career. Am. Compl. ¶ 52. Northrop Grumman representatives tried to convince Wolff to accept the job. Norton Aff. ¶ 20. She resigned in February 2002. Mot. for Summ. J. ¶ 29.

#### STANDARD OF REVIEW

Under Rule 56(c) of the Federal Rules of Civil Procedure, summary judgment is appropriate when there is no genuine issue as to any material fact, and the moving party is entitled to summary judgment as a matter of law. In *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249 (1986), the Supreme Court explained that, in considering a motion for summary judgment, "the judge's function is not . . . to weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial." A dispute about a material fact is genuine "if the evidence is such that a reasonable jury could return a verdict

for the nonmoving party." *Id.* at 248. Thus, "the judge must ask . . . whether a fair-minded jury could return a verdict for the [nonmoving party] on the evidence presented." *Id.* at 252.

In undertaking this inquiry, a court must view the facts and the reasonable inferences drawn therefrom "in the light most favorable to the party opposing the motion," *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986), but the opponent must bring forth evidence upon which a reasonable fact finder could rely. *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986). The mere existence of a "scintilla" of evidence in support of the nonmoving party's case is not sufficient to preclude an order granting summary judgment. *Anderson*, 477 U.S. at 252.

#### ANALYSIS

##### A. Sexual Discrimination in Violation of Title VII

Title VII provides that "it shall be an unlawful employment practice for an employer . . . to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin." 42 U.S.C. § 2000e-2(a)(1) (2003). This clause is meant to "strike at the entire spectrum of disparate treatment of men and women in employment." *Oncale v. Sundowner Offshore Servs., Inc.*, 523 U.S. 75, 78 (1998). Harassment between men and women is not, however,

"automatically discrimination because of sex merely because the words used have sexual content or connotations." *Id.* at 79-80. The critical issue is whether "members of one sex are exposed to disadvantageous terms or conditions of employment to which members of the other sex are not exposed." *Id.* (citing *Harris v. Forklift Sys., Inc.*, 510 U.S. 17, 25 (1993) (Ginsburg, J., concurring)).

#### 1. Hostile Work Environment

Wolff claims that Mazzo's use of offensive and abusive language among her peers created a hostile work environment, in violation of Title VII. Am. Comp. ¶ 62.

To prevail on a hostile work environment claim, a plaintiff must establish that: (1) she suffered unwelcome conduct; (2) the conduct was based on gender; (3) the conduct was sufficiently pervasive or severe to alter the conditions of employment and create a hostile work environment; and (4) there is some basis for imputing liability to the employer. *Matvia v. Bald Head Island Mgmt.*, 259 F.3d 261, 266 (4th Cir. 2001) (citing *Smith v. First Union Nat'l Bank*, 202 F.3d 234, 241 (4th Cir. 2000)).

Undoubtedly Mazzo's conduct was unwelcome. *See generally* Am. Compl. In addition, liability may be imputed to Northrop Grumman because Mazzo was Wolff's supervisor. *See Burlington Industries, Incorporated v. Ellerth*<sup>4</sup> and *Faragher v. City of Boca*

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<sup>4</sup>524 U.S. 742, 765 (1998).



*Raton*,<sup>5</sup> (holding that an employer is vicariously liable for a hostile work environment created by a supervisor); *Ocheltree v. Scollon Prods., Inc.*, 308 F.3d 351, 355 (4th Cir. 2002) (citing *Faragher*, 524 U.S. at 808; *Ellerth*, 524 U.S. at 765).

Wolff contends that although Mazzo used vulgarities with males in the conference call, his language created images of Wolff engaging in sex acts with him and others. Wolff Dep. 33-37. Although Mazzo admits to directing vulgar language toward conference call participants, including Wolff, he claims that the words he used were intended only to reflect his anger, not to create sexual implications. Mazzo Dep. 105-106.

To show that discrimination is gender based, the plaintiff must prove that the conduct in question was not "merely tinged with sexual connotations," but actually constituted *discrimination* because of sex. *Oncale*, 523 U.S. at 81. To determine whether conduct is discrimination because of sex requires the court to examine the objective severity of harassment from the perspective of a reasonable person in the plaintiff's position, considering the totality of the circumstances. *Id.*

In *Lack v. Wal-Mart Stores, Incorporated*,<sup>6</sup> an employee was the object of offensive, vulgar, and sexually explicit comments

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<sup>5</sup>524 U.S. 775, 808 (1998).

<sup>6</sup>240 F.3d 255 (4th Cir. 2001).

from his supervisor on a regular basis. *Id.* at 257-58. The supervisor used graphic language toward many employees and was eventually terminated for his behavior. *Id.* at 260. The employee argued that although his supervisor used sexual language with other employees, when the language was directed to him, it was "obviously . . . because he was male." *Id.* at 261. The Fourth Circuit concluded that the employee had only offered sufficient evidence to show that the supervisor's conduct was sexually-tinged harassment. *Id.* Sexually-tinged harassment, without more, did not establish that the plaintiff was treated differently or with greater hostility because of his gender. *Id.*

Wolff was in charge of the troubled project about which Mazzo was complaining. It is plausible that the vulgarities toward Wolff were intended to convey Mazzo's displeasure with her control of the project and refusal to comply with his instructions. Wolff has not offered more than a scintilla of evidence that she was treated differently or with greater hostility than a similarly situated man would have been treated.

Even if she had shown that she was a victim of discrimination, Wolff has not demonstrated that Mazzo's treatment of her was so pervasive or severe as to alter the conditions of her employment and create a hostile work environment.

In determining whether conduct is sufficiently severe or pervasive to violate Title VII, the court must examine all the

circumstances, including the frequency of the discriminatory conduct, its severity, whether it is physically threatening or humiliating, or a mere offensive utterance, and whether it unreasonably interferes with an employee's work performance. *Harris*, 510 U.S. at 23. "[S]imple teasing, offhand comments, and isolated incidents (unless extremely serious) will not amount to discriminatory changes in the 'terms and conditions of employment.'" *Clark County Sch. Dist. v. Breeden*, 532 U.S. 268, 271 (2001) (quoting *Faragher*, 524 U.S. at 788).

The conduct alleged here, although crude, does not rise to the level of sexual discrimination. Mazzo is accused of directing vulgarities toward Wolff on two occasions and once touching her back and shoulder. Am. Compl. ¶¶ 30-33. Three uncomfortable interactions over a period of fifteen years does not constitute a pervasive or consistent pattern of abuse. See *Hopkins v. Baltimore Gas & Electric Co.*, 77 F.3d 745, 753 (4th Cir. 1996) (finding offensive comments and single instance of touching employee's back over a seven year period insufficient to show discrimination); *Murray v. City of Winston-Salem*, 203 F. Supp. 2d 493, 499 (M.D.N.C. 2002) (finding pattern of off color remarks and once touching employee's thigh over period of three years insufficient to show discrimination).

Because Wolff has not adduced sufficient evidence to show that Mazzo's conduct caused her workplace to be more hostile

because of her gender or that the offending incidents were severe or pervasive enough to constitute discrimination, Northrop Grumman's motion for summary judgment will be granted.

## 2. Retaliation

Wolff contends that Northrop Grumman retaliated against her for filing a sexual harassment grievance in violation of Title VII by failing to offer her a comparable position when it purchased Litton Advanced Systems. Am. Compl. ¶ 52.

To establish a *prima facie* case of retaliation, the plaintiff must show that: (1) she engaged in a protected activity; (2) the employer took an adverse employment action against her; and (3) a causal connection exists between the protected activity and the asserted adverse action. *Matvia*, 259 F.3d at 271 (*citing Von Gunten v. Maryland*, 243 F.3d 858, 863 (4th Cir. 2001)).

By filing a grievance alleging sexual harassment, Wolff engaged in an activity protected by Title VII.

Title VII liability arises when an employer takes tangible employment action against an employee. *Boone v. Goldin*, 178 F.3d 253, 256 (4th Cir. 1999) (*citing Ellerth*, 524 U.S. at 742). Tangible employment action includes, *inter alia*, hiring, firing, failing to promote, reassignment with significantly different responsibilities, and significant changes in benefits. *Id.*

Wolff alleges that the position she was offered at Northrop

Grumman after its acquisition of Litton entailed far less challenging work and severely diminished management responsibilities. Am. Compl. ¶ 52. Had she accepted the position, Wolff would have received the same salary and benefits as she had before, would have had roughly the same number of subordinates, and would have been responsible for a similar budget. Norton Aff. ¶ 19. The position offered did not provide Wolff with the level of responsibility to which she was accustomed. *Id.* This substantial change in the range of duties and supervisory authority offered to Wolff qualifies as a tangible employment action under Title VII.

To establish a causal connection between Wolff's complaint and Northrop Grumman's failure to offer her a position comparable to her previous job, Wolff must show that Northrop Grumman was aware of her grievance when making its employment decision. *Gibson v. Old Town Trolley Tours of Washington, D.C., Inc.*, 160 F.3d 177, 181 (4th Cir. 1998) (*citing Dowe v. Total Action Against Poverty*, 145 F.3d 653, 657 (4th Cir. 1998)). In addition, Wolff must offer some evidence to show that her grievance triggered Northrop Grumman's failure to offer her a comparable position. *Id.* at 182.

Douglas Norton was responsible for the integration of Wolff's former organization into Northrop Grumman and for determining whether Wolff and similarly situated employees would

be offered permanent positions. Norton Aff. ¶¶ 1-5. Wolff told Norton about her grievance during the process of negotiating her employment within Northrop Grumman. *Id.* ¶ 14. Norton responded by telling Wolff that she could talk to the human resources department about the matter. *Id.*

Norton selected a position he thought was an appropriate match to Wolff's skills and interests. *Id.* Norton explained that his decision

on the structure of the . . . department following the integration . . . and specifically, of the position offered to Wolff and the duties [she would be assigned], was made solely as a result of my evaluation of the needs of the . . . sector. I did not even consider the fact that Wolff had a grievance pending concerning Mazzo in making my decision about what duties and responsibilities Wolff would be offered. No one at Northrop Grumman or Litton ever directed me to reduce or otherwise change the duties that I had determined were best suited for this position, as it was offered to Wolff. In addition, the fact that Wolff is a female was not a factor that I considered in reaching my decision about what position to offer her.

*Id.* ¶ 15.

Wolff offered no evidence to refute Norton or that Northrop Grumman's knowledge of her grievance affected the position it

offered her. Accordingly, summary judgment for Northrop Grumman is appropriate on Wolff's claim of retaliation.

B. State and Local Anti-Discrimination Claims

Section 16 of the Maryland Code provides that it is unlawful for an employer to "limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability." Md. Ann. Code art. 49B, § 16(a)(2) (1957, 1998 Repl. Vol., 2000 Cum. Supp.). The Prince George's County Code forbids discriminatory practices based on race, religion, color, sex, national origin, age, occupation, marital status, political opinion, personal appearance, sexual orientation, physical or mental handicap, or familial status. The County Code, Prince George's County, Maryland, Division 12, §§ 2-185 (1999). Because both the Maryland Code clause and the Prince George's County Code clause are "substantively similar anti-discrimination provisions" to the provisions of Title VII's anti-discrimination laws, gender discrimination claims under either Code are analyzed the same way that Title VII gender discrimination cases are analyzed. See *Magee v. Dansources Technical Servs., Inc.*, 769 A.2d 231, 243 (Md. App. 2001).

Inasmuch as Wolff was unable to survive summary judgment under Title VII, her state and local discrimination claims must fail as well.

C. Breach of Contract

Wolff signed an "agreement to stay" with Litton before it was acquired by Northrop Grumman. Pl.'s Summ. J. Ex. 3, attachment B.5 ("agreement to stay" between Wolff and Litton Advanced Systems). The "agreement to stay" provides that:

If your employment with [Litton] is involuntarily terminated prior to January 4, 2002, [Litton] agrees to pay you, in addition to any other compensation due,  $\frac{1}{2}$  of your then current annual base salary and six (6) months health insurance, provided that:

- a. You continue to devote your best efforts on behalf of the company's business;
- b. You have not resigned or been terminated for cause; and
- c. In the event of a sale, merger or other business combination, you have not been offered by the successor company, a comparable position on similar terms and conditions.

*Id.* Wolff argues that Northrop Grumman, by failing to offer her a comparable position after it acquired Litton, breached the "agreement to stay," involuntarily terminated her, and owes her compensation under the contract.



Maryland law, applicable here, "ascribes to undefined contractual terms their customary or ordinary meaning." *Scarborough v. Ridgeway*, 726 F.2d 132, 135 (4th Cir. 1984) (citing *C & H Plumbing & Heating, Inc. v. Employers Mut. Cas., Inc.*, 287 A.2d 238, 239-41 (Md. 1972)). This is true even when "the parties to a contract fail[] to provide for a contingency which afterwards happened because at the time the contract was made it did not occur to either [contracting party] that such a contingency would or could happen." *United States Fid. & Guar. Co. v. French Mut. Gen. Society of Mut. Ins. Against Theft*, 212 F. 620, 626 (4th Cir. 1914).

The "agreement to stay" requires that the employee not be terminated for cause and not resign. By resigning, Wolff precluded the possibility of payment under the agreement. Accordingly, Northrop Grumman's motion for summary judgment will be granted.

#### CONCLUSION

For the reasons stated above, Northrop Grumman's motion for summary judgment will be granted.

November 19, 2003  
Date

/s/  
William D. Quarles, Jr.  
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR  
THE DISTRICT OF MARYLAND, NORTHERN DIVISION

LISA A. WOLFF,

Plaintiff,

v.

LITTON ADVANCED SYSTEMS,  
INC., et al.,

Defendants.

\* \* \* \* \*

ORDER

For the reasons stated in the accompanying Memorandum  
Opinion, it is, this 19th day of November 2003, ORDERED:

5. That the Defendants' motion for summary judgment BE, and  
HEREBY IS, GRANTED;
6. That the Clerk shall enter judgment for the Defendants; and
7. That the Clerk of the Court shall send copies of this  
Memorandum Opinion and Order to counsel for the parties.

/s/  
William D. Quarles, Jr.  
United States District Judge

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C.A. 102-CV-3932

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**EXHIBIT B TO BILL OF COSTS**

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2/27/03	Consent Motion for Extension of Time to Answer, Move or Otherwise Reply to Plaintiff's Complaint	5	5
3/14/03	Answer and Defenses of Defendants to Plaintiff's Complaint	17	17
3/14/03	Disclosure of Defendants' Corporate Affiliations and Financial Interests	3	3
4/24/03	Defendant Northrop Grumman Corp.'s First Set of Interrogatories to Plaintiff Lisa A. Wolff, First Set of Document Requests to Plaintiff Lisa A. Wolff,	13	13
6/20/03	Defendant Northrop Grumman Corporation's Objections and Responses to Plaintiff's First Set of Interrogatories	24	24
6/20/03	Defendant Northrop Grumman Corporation's Objections and Responses to Plaintiff's First Set of Document Requests	24	24
7/3/03	Joint Motion for Extension of Discovery Deadlines	3	3
7/21/03	Representation Agreement	3	3
7/23/03	Letter and four subpoenas for copies of all medical records regarding plaintiff from July 1998 to the present	22	88
8/25/03	Joint Status Report	2	2
9/25/03	Defendant's Motion for Summary Judgment and Exhibits	289	289
10/24/2003	Defendant's Reply Memorandum in support of its Motion for Summary Judgment	25	25
	Discovery Produced to Plaintiffs	477	477
	TOTAL NUMBER OF PAGES		973

Total Cost for Duplication and Exemplification of Papers:

\$116.76



Sep-19-03 07:10P

P.01

September 18, 2003**AP Legal Support Services, Inc.**2522 N. Calvert Street  
Baltimore, MD, 21218  
(410) 366-9109 , (410) 366-9403 Fax**CLIENT STATEMENT**

-----&lt;

CHRISTINE B. COX, ESQ.  
MORGAN, LEWIS & BOCKIUS LLP  
1111 PENNSYLVANIA AVENUE NW  
WASHINGTON DC 20004202-739-5828 Business  
202-739-3001 Fax

Invoice/ Client File #	Case Caption	Date of Service	Person Served	Itemized Fees	Amount Due
Inv# 9652  Your File # Not Provided  Docket# CA L02-3932	Lisa A. Wolf vs Litton Advanced Systems, Inc.,  Subpoena Duces Tecum, Attorney Letter, Certification	7/24/2003	Space Telescope Science Institute  <u>By Serving:</u> Steven Beckwith, Dr.	Service \$45.00	Fee: \$45.00
Total number of Jobs - 1				Total: \$45.00 Sales (no Fees) \$45.00	

Thank You!  
We appreciate your business!Reminders - Thanks!  
Libby P.

**AP Legal Support Services, Inc.**

2522 N. Calvert Street  
Baltimore, MD, 21218  
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**RETURN SERVICE REQUESTED****Invoice**

CHRISTINE B. COX, ESQ.  
MORGAN, LEWIS & BOCKIUS LLP  
1111 PENNSYLVANIA AVENUE NW  
WASHINGTON DC 20004

202-739-5828 Business  
202-739-3001 Fax

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Reference Job #**9750** when remitting.

Lisa A. Wolff vs Litton Advanced Systems, Inc.,

**Docket/Case Number: L02-CV-3932**  
**Subpoena, Authorization for Release of Records &**  
**Attorney Letter**  
**Dr. William Dean Charmack**

Service \$60.00  
Rush Service \$25.00

Fee for Service: \$85.00

Completed Personal Service to Dr. William Dean Charmack on  
July 24, 2003 at 7:27 PM,  
at: Columbia Counseling Center, Twin Knolls Professional  
Center, Suite 327, 5525 Twin Knolls Road , Columbia , MD 21045  
by Craig L. Tunnickliffe, Process Server  
Action/Hearing Date **August 4, 2003, @ 12:00 PM.**

Sex: **Male** Skin: **Caucasian** Hair: **Brown** Height: **6'** Weight: **180-190 lbs** Age: **35-45**

**BALANCE DUE: \$85.00**

Our Tax ID#:  
52-1500-969  
Your Business is Appreciated!

**AP Legal Support Services, Inc.**

2522 N. Calvert Street  
Baltimore, MD, 21218  
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**Invoice**

CHRISTINE B. COX, ESQ.  
MORGAN, LEWIS & BOCKIUS LLP  
1111 PENNSYLVANIA AVENUE NW  
WASHINGTON DC 20004

202-739-5828 Business  
202-739-3001 Fax  
-----<

Reference Job #**9747** when remitting.

Lisa A. Wolff vs Litton Advanced Systems, Inc.,

**Docket/Case Number: L02-CV-3932**  
**Subpoena, Authorization for Release of Records &**  
**Attorney Letter**  
**Dr. Elizabeth Pallan**

Service \$60.00  
Rush Service \$25.00

Fee for Service: \$85.00

Completed Personal Service to Dr. Elizabeth Pallan on  
July 24, 2003 at 2:58 PM,  
at: Carroll Primary Care Associates South Carroll Medical  
Building , 1380 Progress Way, Suite 114, Edersburg , MD 21784  
by Craig L. Tunnicliffe, Process Server  
Action/Hearing Date **August 4, 2003, @ 12:00 PM.**

Work Tel: **410-795-2233** Sex: **Female** Skin: **Indian** Hair: **Black** Height: **5' 4"** Weight: **120-130 lbs** Age: **35-45**

**BALANCE DUE: \$85.00**

Our Tax ID#:  
52-1500-969  
Your Business is Appreciated!

July 30, 2003

**AP Legal Support Services, Inc.**

2522 N. Calvert Street  
Baltimore, MD, 21218  
(410) 366-9109 , (410) 366-9403 Fax

**RETURN SERVICE REQUESTED**

**Invoice**

CHRISTINE B. COX, ESQ.  
MORGAN, LEWIS & BOCKIUS LLP  
1111 PENNSYLVANIA AVENUE NW  
WASHINGTON DC 20004

202-739-5828 Business  
202-739-3001 Fax

-----<

Reference Job #9748 when remitting.

Lisa A. Wolff vs Litton Advanced Systems, Inc.,

**Docket/Case Number: L02-CV-3932**  
**Subpoena, Authorization for Release of Records &**  
**Attorney Letter**  
**Dr. Robert Dobrusin**

Service \$60.00  
Rush Service \$25.00

Fee for Service: \$85.00

Completed Personal Service to Dr. Robert Dobrusin on  
July 24, 2003 at 2:50 PM,  
at: 1311 Londontown Blvd. #100, Eldersburg , MD 21784  
by Craig L. Tunncliffe, Process Server  
Action/Hearing Date **August 4, 2003, @ 12:00 PM.**

Sex: **Male** Skin: **Caucasian** Hair: **Grey** Height: **5' 10"** Weight: **180-190 lbs** Age: **40-50**

**BALANCE DUE: \$85.00**

Our Tax ID#:  
52-1500-969  
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**AP Legal Support Services, Inc.**

2522 N. Calvert Street  
Baltimore, MD, 21218  
(410) 366-9109 , (410) 366-9403 Fax

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CHRISTINE B. COX, ESQ.  
MORGAN, LEWIS & BOCKIUS LLP  
1111 PENNSYLVANIA AVENUE NW  
WASHINGTON DC 20004

202-739-5828 Business  
202-739-3001 Fax  
-----<

Reference Job #**9749** when remitting.

Lisa A. Wolff vs Litton Advanced Systems, Inc.,

**Docket/Case Number: L02-CV-3932**  
**Subpoena, Authorization for Release of Records &**  
**Attorney Letter**  
**Dr. Nancy Magone**

Service \$75.00  
Rush Service \$25.00

Fee for Service: \$100.00 ✓

Completed Personal Service to Dr. Nancy Magone on  
July 24, 2003 at 2:06 PM,  
at: 1517 Ridgeside Drive , Mt. Airy , MD 21771  
by Craig L. Tunncliffe, Process Server  
Action/Hearing Date **August 4, 2003, @ 12:00 PM.**

Work Tel: **301-829-2220** Sex: **Female** Skin: **Caucasian** Hair: **Black** Height: **5' 6"** Weight: **120-130 lbs** Age: **35-45**

**BALANCE DUE: \$100.00**

Our Tax ID#:

52-1500-969

Your Business is Appreciated!

EXHIBIT D-1

Matter Description: □WOLFF V LITTON ADVANCED SYSTEMS NORTHROP  
Report Description: □Billed and Unbilled Recap of Cost [11/19/2003 5:03:03 PM]

Matter Description: ☐ WOLFF V LITTON ADVANCED SYSTEMS NORTHROP  
 Report Description: ☐ Billed and Unbilled Recap of Cost [11/19/2003 5:03:03 PM]

	Date	Initials	Name	Invoice Number	Code	Quantity	Rate	Amount	Description
715									
716									
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733	08/06/2003	11032	CHRISTINE B. COX		0212	1.00	2,503.00	2,503.00	Air
734	09/26/2003		Invoice=575834			1.00	2,503.00	2,503.00	WASHINGTON, DC -> SAN FRANCISCO, CA -> WASHINGTON
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EXHIBIT D-2



15:04 AUG 19, 2003 ID: SFORS HYATT

TEL NO: 398-2567

#119232 PAGE: 2/2



Hyatt Regency San Francisco  
 5 Embarcadero Center  
 San Francisco, CA 94111 USA  
 415.788.1234  
 FAX 415.398.2567

## Guest Account

Room	Rate	Arrive	Depart	Folio No.	Account	Affiliation	FF	ID	Page
612	169.00	08/10/03	08/12/03	598076	2 CCARD	0-PROM	11	JJB	1
COX		CHRISTINE				02:31	AUV		1/0
** DEPARTED **									

RES NO: HH- 70685-1

SPIRIT: 31520696

-01

38865658996717 04/05

Date	Code	Reference	ID	Description	Charges	Credits	Balance
0810	111	Rm 612	LFB	GUEST ROOM	169.00		169.00
0810	812	Rm 612	LFB	CA TOURISM ASMT	.12		169.12
0810	811	Rm 612	LFB	*ROOM TAX	23.66		192.78
0810	511		LFB	PARKING 07-240	38.00		230.78
0811	396	278	RRR	REFRESHMENT CTR	3.53		234.31
0811	111	Rm 612	KMA	GUEST ROOM	169.00		403.31
0811	812	Rm 612	KMA	CA TOURISM ASMT	.12		403.43
0811	811	Rm 612	KMA	*ROOM TAX	23.66		427.09
0811	511		KMA	PARKING 07-240	38.00		465.09
0812	933	Ex04/05	JJB	38865658996717		-465.09	.00
				TOTAL			.00
DINERS CLUB				0204403828			

No frequent traveler account has been credited for this stay.  
 To enroll in Gold Passport, call 1-800-51-HYATT.

I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that the indicated person, company or association fails to pay these charges.

Signature

Print out a copy of this receipt.



# INVOICE

REPRINT

DIRECT ALL INQUIRIES TO:  
 THE HERTZ CORPORATION  
 PO BOX 26120  
 OKLAHOMA CITY, OK 73126-0120  
 UNITED STATES  
 TAX ID: 13-1938568  
 CHRISTINE B COX  
 MORGAN LEWIS BOCKIUS LLP  
 1725 P ST NW 101  
 WASHINGTON, DC 20036  
 UNITED STATES

RENTAL AGREEMENT NO: 299874164  
 INVOICE DATE: 2003-08-14  
 DOCUMENT: 903011158122  
 ACCOUNT NO.: \*\*\*\*\*6351 MC  
 RESERVATION ID: C26611302F3  
 CDP NO.: 48430  
 CDP NAME: MORGAN LEWIS BOCKIUS LLP  
 NO. 1 CLUB: XXXXXXXX  
 IATA/TACO: 33748956

**RENTAL DETAILS**  
 RENTER: CHRISTINE B COX  
 CAR DESCRIPTION: CAVALIER 4WB374  
 GROUP: CHARGED C RENTED C RESERVED C  
 RATE PLAN IN: JIVE RATE PLAN OUT: JIVE  
 RENTED ON: 2003-08-10 11:59  
 01241-15 SAN FRAN AP, CA  
 RETURNED ON: 2003-08-13 13:52  
 01241-15 SAN FRAN AP, CA  
 MILES IN/OUT/DRIVEN: 23,348 - 22,995 = 353  
 MILES ALLOWED/CHARGED:  
 TR-X MILES DRIVEN:

## RENTAL CHARGES

DAYS	1 @	31.99	31.99
EXTRA HRS	1 @	16.00	16.00
EXTRA DAYS	2 @	74.99	149.98
ADJUSTMENT			-25.00
SUBTOTAL			172.97
DISCOUNT		10.00%	-17.30
FUEL & SERVICE			155.67
CUSTOMER FACILITY CHARGE			27.76
TAX		8.25%	12.00
TOTAL CHARGES			211.55 USD
AMOUNT DUE			211.55 USD

## MISCELLANEOUS CHARGES/CREDITS

THANK YOU FOR RENTING FROM HERTZ

BILLING INQUIRIES:  
 PHONE: 800-654-4173  
 FAX: 405-290-2899  
 E-MAIL: CUSTOMER\_SERVICE@HERTZ.COM

AMOUNT BILLED TO ACCOUNT:

211.55 USD

Matter Description: ☐ WOLFF V LITTON ADVANCED SYSTEMS NORTHRUP  
 Report Description: ☐ Billed and Unbilled Recap of Cost [11/19/2003 5:03:03 PM]

Date	Initials	Name / Invoice Number	Code	Quantity	Rate	Amount	Description
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08/10/2003	11032	CHRISTINE B. COX	0104	1.00	60.00	60.00	Parking -- Christine B. Cox, travel to
09/26/2003		Invoice=575834 VOUCHER:		1.00	60.00	60.00	California for Wolyf case depositions
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REDACTED

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